

Recorded by:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
ELECTRONIC RECORDING
20090313329,04/09/2009 10:15
02678-11-1-1--N

City of Glendale, Arizona

ORDINANCE NO. 2678 NEW SERIES

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

ORDINANCE NO. 2678 NEW SERIES

ELAINE M. SCRUGGS
MAYOR

ATTEST:

PAMELA HANNA
City Clerk

STATE OF ARIZONA)
County of Maricopa) ss
City of Glendale)

(SEAL)

APPROVED AS TO FORM:


CRAIG TINDALL
City Attorney

I, the undersigned, Pamela Hanna, being the duly qualified City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2678 New Series is a true, correct and accurate copy of Ordinance No. 2678 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 24th day of March, 2009, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

Given under my hand and seal this 8th day of April, 2009.

PAM KAVANAUGH
Assistant City Manager


CITY CLERK

ORDINANCE NO. 2678 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A UTILITY EASEMENT FOR ELECTRICAL POWER FACILITIES IN FAVOR OF ARIZONA PUBLIC SERVICE COMPANY TO PROVIDE SERVICE TO THE NEW FIRE STATION 151 AT 6851 NORTH 52ND AVENUE IN GLENDALE, ARIZONA; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City Council hereby approves the utility easement and all the terms and conditions thereto and directs that the City Manager for the City of Glendale execute said document granting Arizona Public Service Company a utility easement upon, across, over and under the surface of certain property located within existing City property, in the form attached hereto as Exhibit A. The legal description is contained in the Easement.

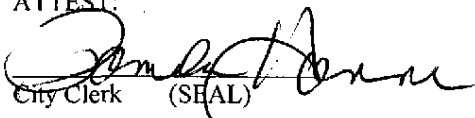
SECTION 2. That the City hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Arizona Public Service Company of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Arizona Public Service Company.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

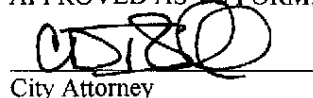
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 24th day of March, 2009.


MAYOR

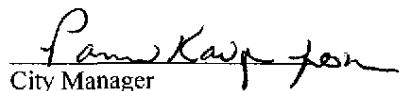
ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney

REVIEWED BY:


City Manager

GRANT OF EASEMENT

NE ¼ 8 T 2N R 2E
W409856
483-31
JNJ

CITY OF GLENDALE, an Arizona Municipal Corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement, subject to the conditions stated below, at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" and EXHIBIT "C" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); and utilize the Easement Premises for all other purposes connected therewith.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall have the right of ingress and egress to and along the Easement Premises for the purposes herein specified. Grantee acknowledges that the Easement Premises is located on a municipal fire station site. For security reasons and the public welfare, Grantee shall obtain permission from the Fire Chief of the City of Glendale, or the Chief's designee, no less than 1 business day (24 hours) prior to ingress, or, in the event of emergency repairs, prior notice as may be practical, which permission shall not be unreasonably withheld. If permission to enter is denied for reasons of security or public welfare, Grantee agrees to defend, indemnify and hold harmless Grantor from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from denial of permission to enter.

Grantor agrees not to make use of the Easement Premises in such a way as to unreasonably interfere with Grantee's right and ability to construct, access, maintain and use the Facilities, or intentionally endanger any of the Facilities or the use thereof.

Grantor shall maintain a clear area that extends 2 feet from and around all edges of all transformer pads and 3 feet from and around all other equipment pads, and a clear operational area that extends 10 feet immediately in front of all transformer and other equipment openings.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to use its property, both within and adjacent to Easement Premises for any and all purposes.
2. Grantee shall pay any and all costs and expenses associated with the relocation or removal of its Facilities, whether or not specifically requested or required by Grantor.
3. In the event that any repair, maintenance, replacement or additions of its Facilities are required within the Easement Premises, that may cause a disturbance or disruption of any public street or roadway, Grantee or its assigns shall notify Grantor, pursuant to existing practices, and are obligated to obtain all permits, traffic control, advance warning signs, barricades, flagmen, flares, and other devices necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" and any amendments and/or revisions thereto.

Grantee agrees to defend, indemnify and hold harmless the Grantor, its agent, representatives, officers, directors, officials and employees (collectively, the "Indemnified Parties") from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes arising out of Grantee's use of the Easement Premises. Grantee's duty to defend, indemnify and hold harmless the Indemnified Parties shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any person other than the Indemnified Parties.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

By accepting and recording this easement Grantee agrees to be bound by and perform according to all the terms and conditions of this easement. The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

[SIGNATURES ON FOLLOWING PAGE]

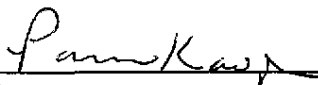
IN WITNESS WHEREOF, **CITY OF GLENDALE**, an Arizona Municipal Corporation, has caused this Easement to be executed by its duly authorized representative, this 7th day of April, 2009.

APPROVED AS TO FORM:

CITY OF GLENDALE,
An Arizona Municipal Corporation



City Attorney



By:

ATTEST:



City Clerk

(SEAL)

STATE OF ARIZONA }

} ss.

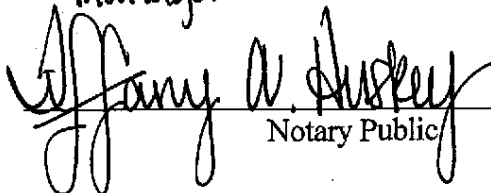
County of Maricopa }

This instrument was acknowledged before me this 7th day of April, 2009,

by Pam Kavanaugh, the Assistant City Manager of the **CITY OF GLENDALE**, an Arizona Municipal Corporation.

My Commission Expires:

August 29th, 2011



Notary Public



This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Section 11-1134(A)(2) and (A)(3).

Exhibit "A"

The South 432 feet of the following described parcel:

That portion of Lot 1, Block 1, of Woodford Addition to Glendale, according to the plat of record in the office of the county recorder of Maricopa County, Arizona, recorded in Book 2 of Maps, page 54, described as follows (bearings are based on the East line of Lot 1 assumed North) to wit:

Beginning at the point of intersection of the South line of the North 7.0 feet of said Lot 1, with a line which is parallel with and 700.00 feet East of the West line of Lot 2, Block 1, of said Woodford Addition to Glendale;

Thence South 89 degrees 33 minutes East along the South line of the North 7.0 feet of said Lot 1, a distance of 168.00 feet;

Thence South 00 degrees 03 minutes 30 West parallel with the West line of Lot 2, Block 1 of said Woodford Addition to Glendale, 588.00 feet to a point on the North line of the South 33.00 feet of said Lot 1;

Thence North 89 degrees 33 minutes West along the North line of the South 30.00 feet of said Lot 1, a distance of 168.00 feet;

Thence North 00 degrees 03 minutes 30 seconds East along a line which is parallel with and 700.00 feet East of the West line of Lot 2, Block 1 of said Woodford Addition to Glendale, 588.00 feet to the Point of Beginning.

EXHIBIT "B"
(METES AND BOUNDS)

AN **EASEMENT** OVER A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 2 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST PROPERTY CORNER OF SAID LOT DESCRIBED IN EXHIBIT "A", ALSO **POINT OF BEGINNING OF APS EASEMENT** HEREIN DESCRIBED;

THENCE NORTH 89°36'09" WEST, A DISTANCE OF 125.06 FEET ALONG THE SOUTH PROPERTY LINE;

THENCE NORTH 44°59'27" WEST, A DISTANCE OF 18.37 FEET;

THENCE NORTH 00°03'16" EAST, A DISTANCE OF 419.02 FEET ALONG THE WEST PROPERTY LINE;

THENCE SOUTH 89°35'55" EAST, A DISTANCE OF 8.00 FEET ALONG THE NORTH PROPERTY LINE;

THENCE LEAVING SAID PROPERTY LINE SOUTH 00°03'16" WEST, A DISTANCE OF 4.00 FEET;

THENCE SOUTH 89°56'44" EAST, A DISTANCE OF 74.07 FEET;

THENCE NORTH 00°00'00" WEST, A DISTANCE OF 3.56 FEET;

THENCE SOUTH 89°35'55" EAST, A DISTANCE OF 11.33 FEET ALONG THE NORTH PROPERTY LINE;

THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 18.82 FEET;

THENCE SOUTH 90°00'00" WEST, A DISTANCE OF 11.33 FEET;

THENCE NORTH 00°00'00" EAST, A DISTANCE OF 7.34 FEET;

THENCE NORTH $89^{\circ}56'44''$ WEST, A DISTANCE OF 74.08 FEET;
THENCE SOUTH $00^{\circ}03'16''$ WEST, A DISTANCE OF 25.36 FEET;
THENCE SOUTH $89^{\circ}56'44''$ EAST, A DISTANCE OF 2.62 FEET;
THENCE SOUTH $00^{\circ}03'16''$ WEST, A DISTANCE OF 27.08 FEET;
THENCE NORTH $89^{\circ}56'44''$ WEST, A DISTANCE OF 2.62 FEET;
THENCE SOUTH $00^{\circ}03'16''$ WEST, A DISTANCE OF 157.27 FEET;
THENCE SOUTH $89^{\circ}56'44''$ EAST, A DISTANCE OF 2.62 FEET;
THENCE SOUTH $00^{\circ}03'16''$ WEST, A DISTANCE OF 27.08 FEET;
THENCE NORTH $89^{\circ}56'44''$ WEST, A DISTANCE OF 2.62 FEET;
THENCE SOUTH $00^{\circ}03'16''$ WEST, A DISTANCE OF 84.14 FEET;
THENCE NORTH $90^{\circ}00'00''$ EAST, A DISTANCE OF 0.85 FEET;
THENCE SOUTH $00^{\circ}00'00''$ WEST, A DISTANCE OF 7.50 FEET;
THENCE NORTH $90^{\circ}00'00''$ WEST, A DISTANCE OF 0.85 FEET;
THENCE SOUTH $00^{\circ}03'16''$ WEST, A DISTANCE OF 83.48 FEET;
THENCE SOUTH $89^{\circ}36'02''$ EAST, A DISTANCE OF 66.98 FEET;
THENCE NORTH $00^{\circ}23'58''$ EAST, A DISTANCE OF 2.62 FEET;
THENCE SOUTH $89^{\circ}36'02''$ EAST, A DISTANCE OF 27.08 FEET;
THENCE SOUTH $00^{\circ}23'58''$ WEST, A DISTANCE OF 2.62 FEET;
THENCE SOUTH $89^{\circ}36'02''$ EAST, A DISTANCE OF 35.99 FEET;

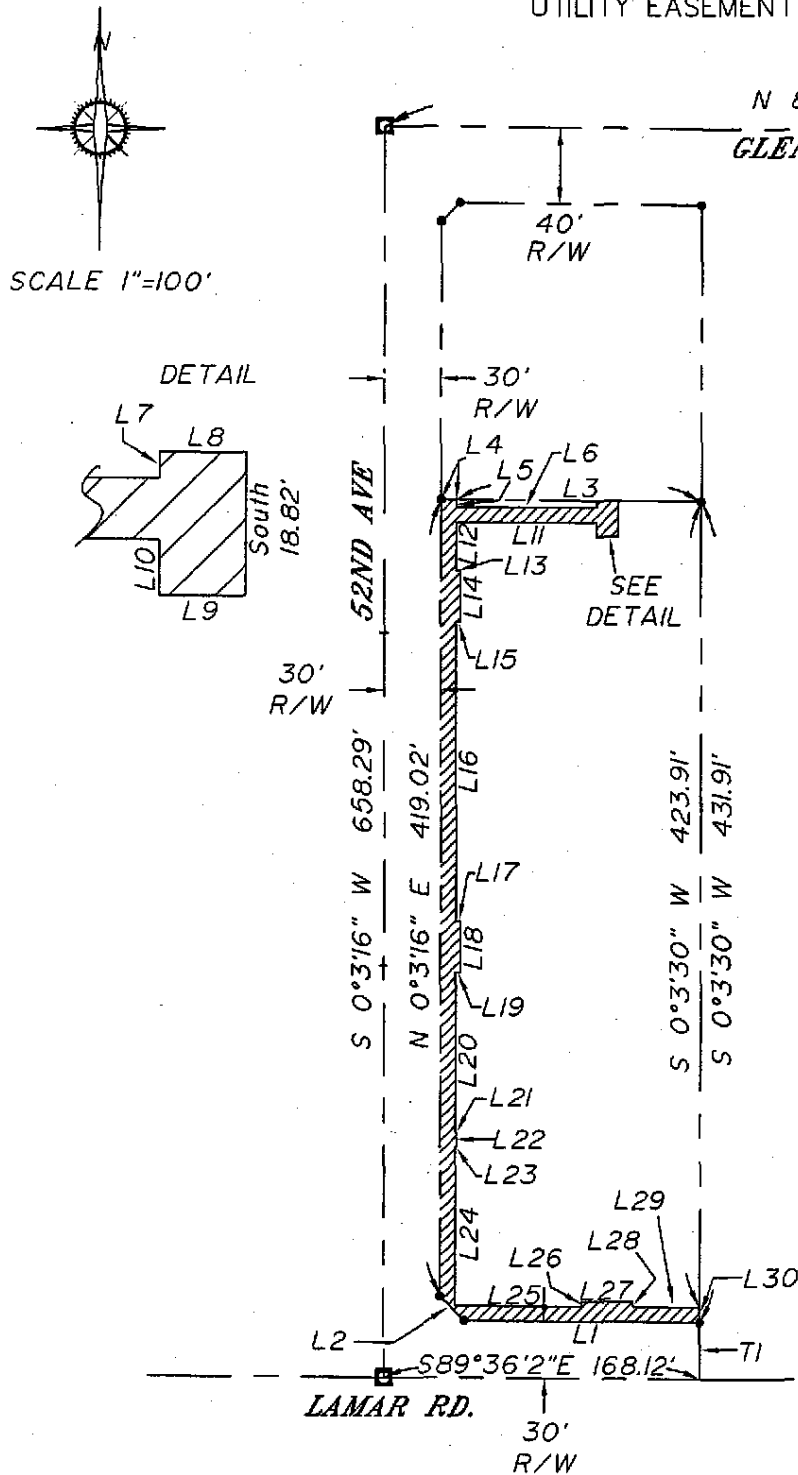
THENCE SOUTH 00°03'30" WEST, A DISTANCE OF 7.99 FEET ALONG THE EAST
PROPERTY LINE TO THE **POINT OF BEGINNING OF APS EASEMENT** HEREIN
DESCRIBED.

SAID EASEMENT CONTAINS 5,437.40 SQUARE FEET OR 0.1 ACRES, MORE OR LESS.

EXHIBIT "C"

SKETCH SHOWING LOCATION AND LIMITS OF UTILITY EASEMENT

NE COR., SEC. 8
2N 2E



NUM	BEARING	DISTANCE
TI	N0°04'13"W	30.01'

NUM	BEARING	DISTANCE
L1	N89°36'09"W	125.06'
L2	N44°59'27"W	18.37'
L3	S89°35'55"E	130.12'
L4	S89°35'55"E	8.00'
L5	S0°03'16"W	4.00'
L6	S89°56'44"E	74.07'
L7	N0°00'00"W	3.56'
L8	S89°35'55"E	11.33'
L9	S90°00'00"W	11.33'
L10	N0°00'00"E	7.34'
L11	N89°56'44"W	74.08'
L12	S0°03'16"W	25.36'
L13	S89°56'44"E	2.62'
L14	S0°03'16"W	27.08'
L15	N89°56'44"W	2.62'
L16	S0°03'16"W	157.27'
L17	S89°56'44"E	2.62'
L18	S0°03'16"W	27.08'
L19	N89°56'44"W	2.62'
L20	S0°03'16"W	84.14'
L21	N90°00'00"E	0.85'
L22	S0°00'00"W	7.50'
L23	N90°00'00"W	0.85'
L24	S0°03'16"W	83.48'
L25	S89°36'02"E	66.98'
L26	N0°23'58"E	2.62'
L27	S89°36'02"E	27.08'
L28	S0°23'58"W	2.62'
L29	S89°36'02"E	35.99'
L30	S0°03'30"W	7.99'

LEGEND

- EASEMENT AREA
- ROAD CENTERLINE
- PROPERTY LINE
- PROPERTY CORNER

JOB# W409856	DATE: 09/17/08
NE 1/4 SEC 8	T 2N R 2E
SCALE: 1"= 100'	MAP 483/31
R/W: JAYSON JOHNSON	
SURVEY: JOHNSON-OLSON	
DRAWN BY: JOHNSON	